

OCT 13 2020

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Attorney for Plaintiffs, Estevan and Fernando Espinoza

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

| | |
|---|---------------------------------------|
| ESTEVAN ESPINOZA and FERNANDO ESPINOZA, |) Case No.: |
| |) |
| Plaintiffs, |) COMPLAINT FOR DAMAGES |
| |) |
| vs. |) Violation of Consumer Warranty Acts |
| |) |
| GENERAL MOTORS LLC, and DOES 1 through |) |
| 20, Inclusive |) |
| |) |
| Defendant(s). |) |
| |) |
| |) |
| |) |

Plaintiffs, Estevan Espinoza and Fernando Espinoza allege:

JURISDICTION

(1)

Plaintiffs Estevan and Fernando Espinoza are individuals who currently reside, and at all times relevant herein have resided in the City of Canyon Country, State of California.

(2)

Plaintiffs are informed and believe and thereupon allege that Defendant General Motors LLC, (hereinafter referred to as "GM") is and at all times relevant herein was a corporation which was authorized to and did conduct business in the State of California, including the County of Ventura.

1 (3)

2 Plaintiffs do not know the true names and capacities, whether corporate, partnership, associate,
3 individual or otherwise, of Defendants sued herein as DOES 1 through 20, Inclusive, pursuant to §474
4 of the California Code of Civil Procedure. Plaintiffs are informed and believe and thereupon allege
5 that Defendants DOES 1 through 20, inclusive, are in some manner responsible for the acts,
6 occurrences and transactions set forth herein and are legally liable to Plaintiffs. Plaintiffs will seek
7 leave to amend this complaint to set forth the true names and capacities of said fictitiously named
8 Defendants, together with appropriate charging allegations, when ascertained.

9 (4)

10 Plaintiffs are informed and believe and thereupon allege that at all times mentioned herein
11 each Defendant, whether actually or fictitiously named herein, was the principal, agent (actual or
12 ostensible), or employee of each other Defendant and in acting as such principal or within the course
13 and scope of such employment or agency, took some part in the acts and omissions hereinafter set
14 forth, by reason of which each Defendant is liable to Plaintiffs for the relief prayed for herein.

15 **ACTS OF DEFENDANTS**

16 (5)

17 That on or about November 15, 2019, Plaintiffs purchased a new 2019 Chevrolet Silverado,
18 VIN 2GCRCMEC0K1211537 (hereinafter referred to as "vehicle") from an authorized GM
19 dealership for a total purchase price of \$35,264.51 before tax and fees, and financing. The vehicle
20 was purchased primarily for personal and family use. A true and correct copy of the Retail Installment
21 Sale Contract entered into between Plaintiffs and the authorized GM dealership on November 15,
22 2019 is attached hereto as Exhibit "1" and incorporated herein by reference.

23 (6)

24 Plaintiffs' purchase of the vehicle was accompanied by express warranties offered by
25 Defendant GM and extended to Plaintiffs. These warranties were part of the basis of the bargain of
26 Plaintiffs' contract for the purchase of the vehicle and were contained in the warranty booklet.

27 ///

28 ///

1 (7)

2 Defendant GM's basic warranty covered any repairs or replacements needed during the
3 warranty period due to defects in factory materials or workmanship. Any required adjustments would
4 also be made during the basic covered period. Defendant GM's basic warranty covered defects in
5 materials and workmanship for three (3) years or 36,000 miles, whichever came first, and a powertrain
6 warranty for five (5) years or 60,000 miles, whichever came first. All warranty repairs and
7 adjustments, including parts and labor, were to be made at no charge. Additional warranties were set
8 forth in the warranty booklet and are incorporated herein by reference as though fully set forth herein.

9 (8)

10 In fact, when delivered, the vehicle was defective in materials and workmanship, such defects
11 being discovered within the warranty periods. Within ten (10) days after purchase, Plaintiffs began
12 experiencing defective conditions with the vehicle. Within the first nine (9) months of ownership, the
13 front seat cushion frame, tower receiver, rear springs, and spring shims have been replaced. The
14 vehicle has been repainted multiple times. The vehicle has been out of service for no less than thirty-
15 nine (39) days.

16 (9)

17 During the less than nine (9) months of ownership, Plaintiffs returned the vehicle to Defendant
18 GM's authorized dealerships for paint issues and repairs approximately three (3) times. Plaintiffs
19 returned the vehicle to Defendant GM's authorized dealerships for the suspension issues described
20 above approximately three (3) times. The vehicle was in these repair facilities an unreasonable
21 number of days for no less than thirty-nine (39) days.

22 Despite the prolonged period during which Defendant GM was given the opportunity to repair
23 the vehicle, the more significant and dangerous conditions were not repaired, and the vehicle's paint
24 remains with flaws.

25 (10)

26 The defects experienced by Plaintiffs with the vehicle substantially impaired its use, value,
27 and safety to Plaintiffs. Despite Plaintiffs' repeated efforts to allow Defendant GM the opportunity
28 to repair the vehicle, the nonconforming and defective condition described above was never repaired.

1 The vehicle continues to this day to exhibit the dangerously defective conditions described in
2 paragraphs 8 and 9 above.

3 (11)

4 Plaintiffs directly notified Defendant of the defective conditions of the vehicle on numerous
5 occasions. Plaintiffs notified Defendant GM that they desired complete repair of the vehicle or a buy-
6 back. Defendant GM failed and refused to replace Plaintiffs' defective vehicle or to reimburse
7 Plaintiff pursuant to their rights under California law.

8
9 **FIRST CAUSE OF ACTION**

10 (Willful Violation of the Song-Beverly Consumer
11 Warranty Act, Civil Code §1790, et seq.)

12 (12)

13 Plaintiffs realleges and incorporates by reference herein each and every allegation set forth in
14 paragraphs 1 through 11, inclusive, as though fully set forth herein.

15 (13)

16 The vehicle purchased by Plaintiffs and more particularly described in paragraph 5 above, is
17 a "consumer good" as defined in Civil Code §1791(a).

18 (14)

19 Defendant GM is a "manufacturer" as defined in California Civil Code §1791(j). Plaintiffs
20 are informed and believe and thereupon allege that Defendants DOES 1 through 5 are
21 "manufacturers" as defined in that code section. Plaintiffs are informed and believe and thereupon
22 allege that Defendant GM is a warrantor and thus obligated to comply with Civil Code §1791, et seq.

23 (15)

24 The express warranties described above are each an "express warranty" as defined in
25 California Civil Code §1791.2(a)(1).

26 (16)

27 The vehicle sold to Plaintiffs was subject to the implied warranty of merchantability running
28 from Defendant to Plaintiffs pursuant to California Civil Code §1792.

1 (17)

2 The defects herein above described rendered the vehicle unmerchantable and unfit for the
3 ordinary purposes for which it was to be used, namely, safe and reliable transportation. From the
4 time of its purchase and all times thereafter, the vehicle failed to comply with the express and implied
5 warranties given by Defendant in that the vehicle exhibited defects in material and/or workmanship
6 which substantially impaired its use, value, and safety. Defendant was adequately notified of these
7 defects and given more than a reasonable number of opportunities and length of time to remedy these
8 defects.

9 (18)

10 The acts of defendants in refusing or failing to repair Plaintiffs' vehicle, so as to bring it into
11 conformity with the express and implied warranties as more fully described herein above, deprived
12 Plaintiffs of the rights guaranteed under the provisions of the Song-Beverly Consumer Warranty Act.
13 Defendant failed to repair Plaintiffs' defective vehicle within a reasonable time after learning that the
14 vehicle was defective and did not conform to the express warranties offered by them and the implied
15 warranties imposed by law. Moreover, despite numerous repair attempts which proved unsuccessful,
16 Defendant refused to replace Plaintiffs' defective vehicle or reimburse Plaintiffs' purchase money.

17 (19)

18 Plaintiffs have provided Defendant with sufficient opportunity to repair the defective vehicle
19 and Plaintiffs have requested that the vehicle be replaced or their purchase money be reimbursed.
20 Defendant has refused this demand and continue to refuse to replace the vehicle or reimburse
21 Plaintiffs for their damages.

22 (20)

23 Plaintiffs have performed each and every duty required of them under the terms of the
24 warranty agreement and under the provisions of the Song-Beverly Consumer Warranty Act, except
25 as may have been excused or prevented by the conduct of Defendant, as herein alleged. Defendant
26 has failed to repair the vehicle and have demonstrated their inability to do so. The vehicle has been
27 defective since its delivery to Plaintiffs and continues to be defective. The defective condition of the
28 vehicle substantially impairs its use, value, and safety. Defendant's refusal to repair, reimburse,

1 replace, or otherwise comply with the provisions of the Song-Beverly Consumer Warranty Act was
2 willful, unreasonable, and in contravention of Civil Code §§1793.2 and 1794.

3 (21)

4 As a direct and proximate result of Defendant's willful violation of their obligations under the
5 Song-Beverly Consumer Warranty Act, Plaintiffs have suffered actual, consequential, and incidental
6 damages, including but not limited to money expended on the purchase of the vehicle. finance
7 charges, damages associated with the inconvenience suffered as a result of the complete failure of the
8 vehicle to operate properly, the loss of use of the vehicle during the time it has been at the dealership
9 for repairs. the cost of repairs related to these defects, loss of wages, other incidental and
10 consequential damages.

11 (22)

12 Under California Civil Code §1794(d), Plaintiffs are entitled to recover a sum equal to the
13 aggregate amount of costs and expenses, including attorneys' fees. As a proximate result of
14 Defendant's misconduct as alleged herein, and in an effort to protect their rights, Plaintiffs have
15 incurred and continues to incur legal fees, costs, and expenses in connection therewith, all to their
16 damages within the jurisdiction of this court. Plaintiffs will provide proof of these damages at time of
17 trial.

18 (23)

19 Plaintiffs allege that under California Civil Code §1794(c) GM's refusal to provide a repurchase or
20 replacement of Plaintiffs' purchase money was a willful violation of the Song-Beverly Consumer
21 Warranty Act in that GM knew that it was obligated to repurchase or replace the Plaintiffs' vehicle
22 but nevertheless refused to do so. As such Plaintiffs are entitled to a civil penalty to punish and
23 discourage GM from committing such violations in the future in an amount of twice the amount of
24 Plaintiffs' actual damages.

25 WHEREFORE, Plaintiffs pray for judgment, including actual, consequential, and incidental
26 damages as established according to proof at trial, attorney's fees, and a civil penalty of twice the
27 amount of actual damages pursuant to Civil Code §1794(c), and such other relief as herein set forth.

28 ///

1 WHEREFORE, Plaintiffs pray for judgment, including actual, consequential, and incidental
2 damages as established according to proof at trial, attorney's fees, and a civil penalty of twice the
3 amount of actual damages pursuant to Civil Code §1794(c), attorneys' fees and costs, and such other
4 relief as hereinafter set forth.

5
6 DATED: October 12, 2020

LAW OFFICES OF BARRY L. EDZANT

7
8 By: 

9 Barry L. Edzant, Attorney for Plaintiffs
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| | | |
|--|---|---|
| Buyer Name and Address (Including County and Zip Code) | Co-Buyer Name and Address (Including County and Zip Code) | Seller-Creditor (Name and Address) |
|--|---|---|

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

| New Used | Year | Make and Model | Odometer | Vehicle Identification Number | Primary Use For Which Purchased |
|-------------|------|-------------------|----------|-------------------------------|---|
| | | | | | Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial |

| FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | |
|---|---|---|--|--|
| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your down payment of \$_____ is |
| _____% | \$ _____ (e) | \$ _____ (e) | \$ _____ (e) | \$ _____ (e) |

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

| Number of Payments: | Amount of Payments: | When Payments Are Due: |
|-------------------------|---------------------|-------------------------|
| One Payment of _____ | N/A | |
| One Payment of _____ | | |
| One Payment of _____ | | |
| | | Monthly beginning _____ |
| One final payment _____ | | |

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment: If you pay early, you may be charged a minimum finance charge.
Security Interest: You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. **Total Cash Price**
 - Cash Price of Motor Vehicle and Accessories \$ _____ (A)
 - Cash Price Vehicle \$ _____
 - Cash Price Accessories \$ _____
 - Other (Nontaxable):
 Describe _____ \$ _____
 Describe _____ \$ _____
 - Document Processing Charge (not a governmental fee) \$ _____ (B)
 - Emissions Testing Charge (not a governmental fee) \$ _____ (C)
 - (Optional) Theft Deterrent Device(s)
 - (paid to) _____ \$ _____ (D1)
 - (paid to) _____ \$ _____ (D2)
 - (paid to) _____ \$ _____ (D3)
 - (Optional) Surface Protection Product(s)
 - (paid to) _____ \$ _____ (E1)
 - (paid to) _____ \$ _____ (E2)
 - EV Charging Station (paid to) _____ \$ _____ (F)
 - Sales Tax** (on taxable items in A through F) \$ _____ (G)

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

| | Term | Premium |
|---|-----------|----------|
| \$_____ Ded. Comp., Fire & Theft | ____ Mos. | \$ _____ |
| \$_____ Ded. Collision | ____ Mos. | \$ _____ |
| Body Injury \$_____ Limits _____ | ____ Mos. | \$ _____ |
| Property Damage \$_____ Limits _____ | ____ Mos. | \$ _____ |
| Medical _____ | ____ Mos. | \$ _____ |
| | ____ Mos. | \$ _____ |
| Total Vehicle Insurance Premiums | | \$ _____ |

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X _____
 Co-Buyer X _____
 Seller X _____

OPTIONAL DEBT CANCELLATION AGREEMENT: A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay in extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term _____ Mos. _____
 Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs X _____

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L.

- Company _____
 Term _____ Mos. or _____ Mile
- Company _____
 Term _____ Mos. or _____ Mile
- Company _____
 Term _____ Mos. or _____ Mile
- Company _____
 Term _____ Mos. or _____ Mile
- Company _____
 Term _____ Mos. or _____ Mile

Buyer X _____ Mile

2. (paid to) _____ \$ _____ (E2)

F. EV Charging Station (paid to) _____ \$ _____ (F)

G. Sales Tax (on taxable items in A through F) _____ \$ _____ (G)

H. Electronic Vehicle Registration or Transfer Charge
(not a government fee) (paid to) _____ \$ _____ (H)

I. (Optional) Service Contract(s)

1. (paid to) _____ \$ _____ (I1)

2. (paid to) _____ \$ _____ (I2)

3. (paid to) _____ \$ _____ (I3)

4. (paid to) _____ \$ _____ (I4)

5. (paid to) _____ \$ _____ (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to:
Vehicle 1 _____ Vehicle 2 _____ \$ _____ (J)

(see downpayment and trade-in calculation)

K. (Optional) Debt Cancellation Agreement _____ \$ _____ (K)

L. (Optional) Used Vehicle Contract Cancellation Option Agreement _____ \$ _____ (L)

M. Other (paid to) _____ \$ _____ (M)

For _____

N. Other (paid to) _____ \$ _____ (N)

For _____

Total Cash Price (A through N) _____ \$ _____ (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees _____ \$ _____ (A)

B. Registration/Transfer/Titling Fees _____ \$ _____ (B)

C. California Tire Fees _____ \$ _____ (C)

D. Other _____ \$ _____ (D)

Total Official Fees (A through D) _____ \$ _____ (2)

3. Amount Paid to Insurance Companies
(Total premiums from Statement of Insurance) _____ \$ _____ (3)

4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee _____ \$ _____ (4)

5. Subtotal (1 through 4) _____ \$ _____ (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): _____ \$ _____ (A)

Vehicle 1 \$ _____ Vehicle 2 \$ _____

B. Total Less Prior Credit or Lease Balance (e) _____ \$ _____ (B)

Vehicle 1 \$ _____ Vehicle 2 \$ _____

C. Total Net Trade-In (A-B) (Indicate if negative number) _____ \$ _____ (C)

Vehicle 1 \$ _____ Vehicle 2 \$ _____

D. Deferred Downpayment Payable to Seller _____ \$ _____ (D)

E. Manufacturer's Rebate _____ \$ _____ (E)

F. Other _____ \$ _____ (F)

G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card _____ \$ _____ (G)

Total Downpayment (C through G) _____ \$ _____ (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)

7. Amount Financed (5 less 6) _____ \$ _____ (7)

Term _____ Mos or _____ Mth

15 Company _____

Term _____ Mos or _____ Mth

Buyer X _____

Trade-In Vehicle(s)

1. Vehicle 1

Year _____ Make _____

Model _____ Odometer _____

VIN _____

a. Agreed Value of Property _____ \$ _____

b. Buyer/Co-Buyer Retained Trade Equity _____ \$ _____

c. Agreed Value of Property
Being Traded-In (a-b) _____ \$ _____

d. Prior Credit or Lease Balance _____ \$ _____

e. Net Trade-In (c-d) (must be ≥ 0
for buyer/co-buyer to retain equity) _____ \$ _____

2. Vehicle 2

Year _____ Make _____

Model _____ Odometer _____

VIN _____

a. Agreed Value of Property _____ \$ _____

b. Buyer/Co-Buyer Retained Trade Equity _____ \$ _____

c. Agreed Value of Property
Being Traded-In (a-b) _____ \$ _____

d. Prior Credit or Lease Balance _____ \$ _____

e. Net Trade-In (c-d) (must be ≥ 0
for buyer/co-buyer to retain equity) _____ \$ _____

Total Agreed Value of Property
Being Traded-In (1c+2c) _____ \$ _____

Total Prior Credit or Lease
Balance (1d+2d) _____ \$ _____

Total Net Trade-In (1e+2e) _____ \$ _____

(*See Item 6A-6C in the Itemization of Amount Financed)

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before _____, Year _____

SELLER'S INITIALS _____

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____

Co-Buyer Signs X _____

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee, if the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X _____ Co-Buyer Signature X _____

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: _____

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X _____ Co-Buyer Signs X _____

SELLER'S RIGHT TO CANCEL: If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
 YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLER. IF YOU EVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER "USUALLY UP TO THE \$100,000 OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD."
 FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

Seller Signature _____ X _____

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
 Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
 After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X _____ Co-Buyer Signature X _____

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
 California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, YOU GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X _____ Date _____ Co-Buyer Signature X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.
 Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____
 Address _____ Address _____

Seller Signs _____ Date _____ By X _____ Title _____